

1 MR. ALBERT: Meaning an independent
2 telephone company?

3 MR. HARRINGTON: Yes.

4 MR. EDWARDS: Is the question with respect
5 to Virginia only or outside Virginia?

6 MR. HARRINGTON: The question itself was
7 asked regarding the entire Verizon area, but I will
8 be happy with just a Virginia answer.

9 Are you aware of any agreements in which
10 an independent ILEC agrees to provide its inbound
11 trunking requirements to Verizon?

12 MR. ALBERT: The arrangements with
13 independents that I'm familiar with have been in
14 place for a number of years and relatively stable
15 for a number of years and have been jointly managed
16 and jointly added to without a lot of volatility
17 for a number of years, and I'm not aware of any of
18 the details relative to that being spelled out in
19 an Interconnection Agreement.

20 MR. HARRINGTON: If you would go down to
21 the last paragraph of this response where it says
22 5.12, and this is characterized as a current 251

1 Interconnection Agreement language that Verizon
2 provides. Would you read the first sentence of
3 that paragraph. Out loud.

4 MR. ALBERT: It says the parties agree to
5 work cooperatively to forecast trunk requirements.

6 MR. HARRINGTON: Would you say that's a
7 fair characterization of how Verizon and
8 independent ILECs handle trunk forecasting?

9 MR. ALBERT: No, I would say it's probably
10 very different because the environment and
11 volatility are quite different. When you have had
12 a relatively stable in place arrangement for a
13 number of years, the treatment of those trunk
14 engineering, the trunk servicing, tends to be done
15 more on a day-to-day trunk servicing basis as
16 opposed to a longer term.

17 MR. HARRINGTON: I guess I was focusing on
18 the work cooperatively aspect of it. Is that a
19 fair characterization that it's a joint process,
20 that the two carriers work together?

21 MR. ALBERT: I would say that
22 characterizes the arrangements we have with all

1 carriers for all types of trunks between ourselves
2 and CLECs and between ourselves and wireless and
3 between ourselves and IXCs.

4 If you're provisioning and hooking trunks
5 up between two different carriers' network, it
6 requires work and involvement and cooperation by
7 both parties.

8 MR. HARRINGTON: And for forecasting is
9 that also the case, you try to work cooperatively
10 so you could jointly figure out the forecasts?

11 MR. ALBERT: Yes, I would say when it
12 comes to the trunk forecast with CLECs, the process
13 we worked out cooperatively in New York through the
14 New York collaborative, which was an overshoot from
15 the performance standards carrier to carrier work
16 up there, where in order for Verizon to be on the
17 hook for certain performance measures and certain
18 performance standards, those tie back into the need
19 to have a trunk forecast. That's relative to trunk
20 blocking. It's also relative to trunk
21 provisioning.

22 In the New York process that was developed

1 as an offshoot from the carrier-to-carrier service
2 proceeding, the outgrowth from that is a process
3 where all CLECs and forecasts the traffic in both
4 directions, it's the traffic from Verizon customers
5 calling the CLEC, and the traffic from the CLEC
6 customers calling Verizon, and we then take those
7 forecasts from all carriers, and we aggregate them
8 with other inputs, and we use that basically to
9 provision the switching equipment infrastructure on
10 a macro basis that we need in the place to provide
11 trunks.

12 We have been using that now with all
13 carriers in New York. That same process has been
14 used throughout Verizon East. There are carriers
15 in this room, although not Cox, that currently
16 today forecast in both directions and give those to
17 us, and we are appreciative, and they are very
18 helpful.

19 And the reason for it is the biggest
20 factor affecting trunk growth and trunk volatility,
21 when you look at the interconnection as it
22 currently exists between ourselves and between

1 CLECs, the biggest factor that drives a number of
2 trunks is the quantity of customers that the CLEC
3 will be signing up as well as the nature of those
4 customers as they enter an ISP or is it a regular
5 dial tone customer.

6 So, from my experience in actual practice
7 as well as the rationale and the theory behind it,
8 the one single biggest factor, by far, impacting
9 the growth, the volatility, and the quantity of
10 trunks that are required for traffic going in both
11 directions gets back to the amount and the nature
12 of the customers that the CLEC will be signing up,
13 which the CLEC is privy to, and which the CLEC has.

14 MR. HARRINGTON: A very complete answer.

15 MS. CARPINO: Mr. Harrington, could I jump
16 in here and ask a clarifying question?

17 Mr. Albert, the agreement that came out of
18 this New York collaborative, whereby a CLEC would
19 agree to forecast both inbound and outbound
20 traffic, has that been captured in writing
21 anywhere, or is this an informal agreement amongst
22 the carriers?

1 MR. ALBERT: We've got the trunk
2 forecasting guidelines, and it includes like a
3 model template of the information to be filled out.

4 I don't know if that precisely says the
5 CLEC will forecast both of these things. In terms
6 of what has actually been happening, all the
7 forecasts that we have been getting and the
8 forecasts from all carriers that have been making,
9 in actual practice they are doing it that way.

10 MS. CARPINO: You are getting that today
11 from AT&T and WorldCom in Virginia?

12 MR. ALBERT: Yes.

13 MR. HARRINGTON: I will note for the
14 record that I believe the guidelines he's referring
15 to are, in fact, Cox Exhibit 18. I believe that
16 the guidelines that Mr. Albert is referring to are,
17 in fact, Cox Exhibit 18, which we will--

18 MS. FAGLIONI: It looks like there's
19 something else there.

20 MR. HARRINGTON: They are included. We
21 excerpted it from a much larger document because we
22 thought that you didn't really want the extra

1 several thousands pages, which is I think what it
2 came to. But we did take the parts that are
3 relevant to trunking and forecasts. At least the
4 ones we found.

5 MR. ALBERT: That's correct.

6 MR. HARRINGTON: I will have some
7 questions on that in a little bit.

8 MS. FARROBA: Let me just ask another
9 clarifying question. In addition to the
10 documentation and forecasting guide or process that
11 you have, does Verizon meet regularly with the
12 CLECs in New York to sort of do this trunk
13 planning, or is this just something everybody has
14 the documents and they know the procedure and there
15 isn't really a joint planning group that meets
16 regularly?

17 MR. ALBERT: The joint forecast that we
18 get is done twice a year. Semiannual. Some CLECs
19 if they have significant changes, they will update
20 it more frequently, which if they do, that's fine.

21 Other than that, the nature and the
22 frequency and the type of interactions that we have

1 relative to trunk provisioning and trunk servicing
2 varies widely between from one CLEC to the next to
3 the next.

4 MS. FARROBA: So, there isn't some sort of
5 working group of CLECs and Verizon?

6 MR. ALBERT: No.

7 MR. HARRINGTON: I was going to go to this
8 topic later, but since it's been raised, I may as
9 well discuss the collaborative right now.

10 Looking at what's been marked as Cox
11 Exhibit Number 18, I would like you to move to the
12 page that is marked as page three at the very
13 right-hand, corner but the second one. This was
14 the result of two faxes that were put together.
15 That's the easiest way to identify it. It's the
16 page that starts with the word introduction, and
17 it's immediately after the title page entitled CLEC
18 Interconnection Trunking Forecast Guide. It's the
19 second page numbered 3 at the very top. It's in
20 the fax transmission line.

21 MS. FAGLIONI: Could I take one second and
22 get an explanation of this document. We just got

1 this today. I understand you're saying you didn't
2 have it available to give it to us last night, but
3 tell us what's here.

4 MR. HARRINGTON: This is material taken
5 from, as you can see at the top of the first page,
6 New York Public Service case, 97-c-0139. It is
7 excerpts from a compliance filing made by what was
8 then Bell Atlantic, which incorporates the
9 performance standards and reports and the
10 guidelines for those. What we have done is
11 provided the Table of Contents so you could see
12 what the entire report contains, and then we have
13 included excerpts that relate to the trunking
14 elements of the performance standards because those
15 were the ones that were relevant to this particular
16 issue.

17 If there were desire to get the entire
18 document we would, of course, provide it. But most
19 of it is entirely irrelevant, and I suspect as a
20 matter of fact it's already in the Commission's
21 files in connection with New York 271 proceeding.

22 MR. EDWARDS: The page numbering, once we

1 get to after the page number 75 in the lower
2 right-hand corner--

3 MR. HARRINGTON: It goes back to one.

4 MR. EDWARDS: It goes back to one.

5 What is this?

6 MR. HARRINGTON: That is an appendix. If
7 you were to look on the third actual page of the
8 document, it lists the appendices, and this is
9 Appendix I, the trunk forecasting guide.

10 As I said, if there is a desire, we could
11 provide the complete document.

12 MR. EDWARDS: I'm not sure there is. I'm
13 trying to figure out what it is that I have.

14 MR. HARRINGTON: In fact, if you look at
15 the top of the page, although it's slightly cut
16 off, it does say Appendix I Part One.

17 MR. EDWARDS: May I have a minute to talk
18 to my witness?

19 MR. DYGERT: Yes.

20 MR. EDWARDS: No, we are okay. I was
21 going to say no objection, but there is nothing to
22 object to yet.

1 MR. HARRINGTON: I could take an advance
2 and use it later.

3 All right. We are--again please turn to
4 the page that's labeled Introduction. It is page
5 two of this particular appendix in the upper
6 right-hand corner. There is a page number three
7 from the fax line, and there is some text in the
8 box under Introduction that is in bold in the
9 original. Could you read it for me.

10 MR. ALBERT: It says: "These guidelines
11 in no way supersede any established or future
12 Interconnection Agreements between Bell Atlantic
13 and individual CLECs."

14 MR. HARRINGTON: Now, based on your
15 previous testimony on this, it's my
16 understanding--I believe--is it fair to say that
17 the reason for that statement is that, in fact,
18 these are not guidelines adopted by the New York
19 Public Service Commission or anyone for
20 Interconnection Agreements, but they're guidelines
21 related solely to performance standards; is that
22 correct?

1 MR. ALBERT: Solely to performance
2 standards?

3 MR. HARRINGTON: That is, Verizon's
4 liability for failure to meet performance standards
5 is limited to the extent that someone does not
6 comply with these guidelines, a CLEC does not
7 comply with these guidelines, and that's the reason
8 for the guidelines.

9 MR. ALBERT: Would you say that again. We
10 are talking about the trunk forecasting guidelines?

11 MR. HARRINGTON: The trunk forecasting
12 guidelines as part of the performance standard plan
13 in New York.

14 Am I correct in understanding that this is
15 not intended to provide any language that is
16 required to be Interconnection Agreements? We'll
17 start with that question, based on the language we
18 just read and your knowledge of that proceeding.

19 MR. ALBERT: In Interconnection
20 Agreements?

21 MR. HARRINGTON: Right.

22 MR. ALBERT: Doesn't sound like that.

1 MR. HARRINGTON: In fact, wasn't the
2 purpose of this guide, which was cited in your
3 testimony, to establish the performance standards
4 and how they work in New York and the circumstances
5 under which Verizon would or would not be liable
6 for failure to meet those performance standards?

7 MR. ALBERT: Yeah, that was a big part of
8 it. The trunk forecasting guidelines were an
9 outgrowth from the carrier to carrier group, which
10 worked and developed performance metrics and
11 performance standards as well as operational
12 performance penalties. And in fact, there are
13 particular measurements, as well as performance
14 standards, that relate to trunk locking that all
15 are predicated upon the use of the trunk
16 forecasting guidelines out of the collaborative.

17 MR. HARRINGTON: Now, have these
18 guidelines ever been adopted by the New York Public
19 Service Commission as standards for use in
20 interconnection agreements?

21 MR. ALBERT: No. The way the
22 collaboratives in New York work, I mean, the whole

1 intent is to get together the parties or to try to
2 get together the industry to solve things amongst
3 themselves, so I guess occasionally, and I
4 participated in probably three or four, you may get
5 an occasional single issue that may crop up out of
6 a collaborative process that would have an official
7 ordained Commission ruling going with it. But for
8 the most part the work is developed by all the
9 parties, and everybody agrees to abide and operate
10 by it, without having to go through the proceeding,
11 litigation regulatory that subsumes all of them.

12 MR. HARRINGTON: So the short answer to
13 the question is, the New York Public Service
14 Commission has not adopted these standards for
15 interconnection agreements?

16 MR. ALBERT: Not in any ruling.

17 MR. HARRINGTON: So, in that regard, it's
18 not binding on anyone?

19 MR. ALBERT: When you get into the
20 legalities of to what degree is something binding
21 or not, I will pass on that.

22 MR. HARRINGTON: Would you please turn to

1 Cox Exhibit Number 17. And this is, again, a
2 response to a discovery request.

3 And I would like to you turn to the second
4 sentence of what would be the second paragraph of
5 the reply, if there were a space there. It's the
6 part that begins the quotation where the parties
7 have agreed. And could you read the second
8 sentence there that begins at that joint planning
9 meeting.

10 MR. ALBERT: In the what, the first main
11 paragraph?

12 MR. HARRINGTON: Yes. It probably was
13 supposed to be two paragraphs, but it appears to
14 have been joined together as one.

15 MR. ALBERT: It says: "At that joint
16 planning meeting, each party shall provide to the
17 other party originating CCS (hundred call second)
18 information, and the parties shall mutually agree
19 on the appropriate initial number of two-way"--do
20 you want me to keep going?

21 MR. HARRINGTON: Yeah. You can omit the
22 bracketed part.

1 MR. ALBERT: --"of two-way local
2 interconnection trunks and the interface
3 specifications at the point of interconnection."

4 MR. HARRINGTON: Is there an analogous
5 sentence in the next paragraph?

6 MR. ALBERT: Yes.

7 MR. HARRINGTON: Now, this response
8 indicates that this is the comprehensive contract
9 template used by Verizon. It says August 29th,
10 2000, and the three subsequent versions which are
11 executed and effective in all states across the
12 current Verizon footprint.

13 Does that mean your standard contract
14 provision calls for both parties to provide their
15 forecast information?

16 MR. ALBERT: No, because I wouldn't say
17 this is talking about forecast information. This
18 is basically talking about a snapshot of what the
19 calling volumes are so that for the initial swack
20 of interconnection trunks that the parties can
21 reach agreement on how big to build that.

22 MR. HARRINGTON: There is no forecasting

1 there?

2 MR. ALBERT: Not the forecasting in the
3 context of what we are talking about on the
4 Interconnection Agreement, where on a semi-annual
5 basis for growth going forward, the CLEC would
6 provide the forecast and growth.

7 I mean, to me, this is like the initial
8 sizing of the getting started interconnection
9 arrangement. This really doesn't deal with any of
10 the future additions or future growth that would
11 have to be managed and administered through the
12 forecast process.

13 MR. HARRINGTON: Now, your initial
14 interconnection, though, you expect those
15 facilities to be good for some period of time;
16 you're not going to want them to be just good for
17 one month; right?

18 MR. ALBERT: Correct.

19 MR. HARRINGTON: What's a reasonable time
20 frame you expect them to be good for? Six months?
21 A year?

22 MR. ALBERT: It will vary. I'd say if you

1 wanted a very broad average, a year.

2 MR. HARRINGTON: So, it's going to include
3 the planning for the growth of the traffic that
4 both parties expect to have over that year?

5 MR. ALBERT: Over the first year, yep.

6 MR. HARRINGTON: Is the first year more or
7 less volatile than the second, third, fourth, and
8 fifth years?

9 MR. ALBERT: I would say from what I've
10 seen, equally.

11 MR. HARRINGTON: So, it's equally volatile
12 as compared to later years, and Verizon is willing
13 to provide its own forecast in that context?

14 MR. ALBERT: Well, again here you keep
15 calling it a forecast that we are providing, and we
16 are not. What we are providing here is call volume
17 data, and what we are doing is sizing it in an
18 initial trunk group.

19 MR. HARRINGTON: I guess I'm having a hard
20 time understanding how you distinguish between
21 sizing an initial trunk group for a period of a
22 year, which obviously entails some level of

1 prediction as to what the next year is going to
2 look like, and your six-month forecasts that you're
3 calling for in the agreement. Can you explain why
4 one is a forecast and one is not.

5 MR. ALBERT: I guess primarily the
6 information we got that are forecasts, they
7 incorporate really what the expansion plans are
8 based upon the CLEC will be doing with their
9 network.

10 The initial sizing that we typically do
11 with the CLEC, for most CLECs, I will make an
12 exception for the very large ones, for most CLECs
13 when we interconnect for the first time in a LATA,
14 which is what this is uniquely talking about, we
15 will build one trunk group between our--the CLEC
16 switch and between the tandem. And that is the
17 starting point for the interconnection. What then
18 happens after that is then going forward, we then
19 begin to monitor and to watch the traffic between
20 the two networks. We use that actual flow of the
21 traffic, combined with, if we could get them, the
22 thresholds to then determine where we will augment

1 and add additional trunk groups.

2 The CLECs' forecast that we will get will
3 typically include the direct end office trunking
4 expansion that they will project as occurring
5 within that first year.

6 So, I guess to me the difference is you
7 got something that's much more comprehensive
8 getting into how the network grows and unfolds and
9 is built, versus that starter quantity of a single
10 trunk group between the two.

11 MR. HARRINGTON: But do you actually know
12 more or less about the CLEC at the initial time
13 than you do, say, in Cox's case four years into the
14 relationship?

15 MR. ALBERT: I would say at the beginning
16 you would probably know less than what you would
17 four years down the road.

18 MR. HARRINGTON: I have no further
19 questions.

20 MR. DYGERT: AT&T or WorldCom.

21 CROSS-EXAMINATION

22 MR. MONROE: Good afternoon, gentleman.

1 My name is John Monroe, an attorney for WorldCom.
2 Let me refer you to Verizon Exhibit 18, which is
3 your August 17th rebuttal testimony. When you find
4 it, I'm looking at page 14.

5 MR. ALBERT: You said the August 17th?

6 MR. MONROE: That's correct, and I believe
7 it's Verizon 18.

8 MR. ALBERT: All right. And what was the
9 page?

10 MR. MONROE: Page 14.

11 MR. STANLEY: Could you let us know what
12 the date this testimony was filed, August--

13 MR. MONROE: August 17th.

14 MR. ALBERT: Okay.

15 MR. MONROE: Now, on that page, lines one
16 through 15, you list five steps that Verizon
17 follows before it disconnects trunks that fall
18 below a 60 percent utilization; is that correct?

19 MR. ALBERT: I'm either on the wrong page
20 or in the wrong testimony.

21 MS. CARPINO: Mr. Monroe--never mind. Go
22 ahead.

1 MR. EDWARDS: It is the rebuttal on
2 nonmediated issues. He's changing subjects from
3 forecasts to underutilized trunks.

4 MR. HARRINGTON: While you're changing
5 topics, I neglected to request the admission of Cox
6 Exhibit 16, 17, and 18. I'd like to do that at
7 this moment.

8 MR. EDWARDS: No objection.

9 MR. DYGERT: They are admitted.

10 (Cox Exhibit Nos. 16, 17,
11 and 18 were admitted into
12 evidence.)

13 MR. ALBERT: Okay. I got page 14.

14 MR. MONROE: And on that page you list
15 five steps that the Verizon engineers follow before
16 disconnecting trunks with less than 60 percent
17 utilization; is that correct?

18 MR. ALBERT: That's correct.

19 MR. MONROE: And to your knowledge, did
20 Verizon ever propose those five steps to WorldCom,
21 before you filed this testimony?

22 MR. ALBERT: I don't think so because

1 we're--let me just get the context here. With AT&T
2 we are doing one-way trunking, whereas with
3 WorldCom we are doing two-way, and so these
4 particular--this isn't contract language. This is
5 a description of what we do, but this is a
6 description of what we do relative to one-way
7 trunking.

8 MR. MONROE: You wouldn't follow these
9 same steps for two-way trunks?

10 MR. ALBERT: With the agreements we've
11 negotiated for two-way trunking, in most cases, the
12 CLEC, within agreed-to parameters, is the one
13 that's doing the engineering and the sizing on the
14 two-way trunk group. In fact, my understanding
15 with what we had worked out with WorldCom, to the
16 extent that we had worked it out, was that they
17 were different utilization parameters to operate
18 within relative to the two-way trunk groups that we
19 had worked towards negotiations.

20 Those are distinctly different than what
21 each party would independently follow if it was
22 dealing with one-way trunks.

1 MR. MONROE: I'm sorry, Mr. Albert. My
2 question was, would you follow these steps for
3 two-way trunks.

4 MR. ALBERT: To--not exactly, but there
5 are many similarities here that would fit with
6 two-way trunking, and some of these don't fit with
7 the negotiations we've had with WorldCom because of
8 the responsibility for doing the size and the
9 timing that we negotiated.

10 MR. MONROE: Okay. Let's talk about those
11 negotiations. Let me refer you to Verizon
12 Exhibit 26, which is your September 5th rebuttal.

13 MR. ALBERT: Okay.

14 MR. MONROE: And I'm looking at page four.

15 MR. ALBERT: All right. I got it.

16 MR. MONROE: And on that page, you were
17 replying to Mr. Grieco's testimony regarding
18 proposed language from WorldCom for this issue; is
19 that correct?

20 MR. ALBERT: That's correct. Well, when
21 you say this issue, that would be for the overall
22 management and administration of two-way trunking.

1 MR. MONROE: Well, this issue for WorldCom
2 is issue III-4 which is trunk forecasting, I
3 believe.

4 MS. CARPINO: With respect to AT&T, we
5 divided it out into III-1-IV-B; but for WorldCom,
6 it is lumped within the forecasting issue.

7 MR. ALBERT: Oh, okay.

8 MR. EDWARDS: Same substantive issue,
9 different number.

10 MR. MONROE: So my question is: In your
11 testimony you disagree with Mr. Grieco's items four
12 through seven. You don't comment on items one
13 through three.

14 Can I infer from that that you agree with
15 items one through three?

16 MR. ALBERT: Yes.

17 MR. MONROE: And then the issues that you
18 list with items four through seven, the first one
19 is that WorldCom disagrees with your concept of
20 having forecast penalties, but that you would
21 dispense with the forecast penalties if WorldCom
22 would agree to disconnect trunks that were less

1 than 60 percent utilized; is that correct?

2 MR. ALBERT: That's correct.

3 MR. MONROE: Is it your understanding that
4 WorldCom has agreed to that?

5 MR. ALBERT: Not completely.

6 MR. MONROE: Can you explain that.

7 MR. ALBERT: The E-mail that I had seen,
8 and this may help, I guess one from our lawyers to
9 your lawyers, there was this aspect of you'd
10 characterized things as operating with a 15 percent
11 overhead, and we were looking for clarification on
12 what that meant, and it was that aspect or that
13 phraseology of 15 percent overhead was some
14 terminology that WorldCom had used relative to the
15 administration and management of the negotiations
16 of the two-way trunk groups.

17 In the E-mail that I saw come back, the
18 WorldCom explanation--you guys can correct me if
19 this is not your understanding or if I got it
20 wrong--but the way you were saying that the
21 15 percent overhead would work would be if we had a
22 trunk group of a hundred trunks, and that if there

1 was a need for, based on the actual traffic loads,
2 if there was a need or a utilization required for
3 60 of those hundred, WorldCom then said that they
4 would be agreeable to disconnecting the size of
5 that--reducing the size of that trunk group from
6 100 trunks down to 75 trunks. And that explanation
7 of the 15 percent overhead, with that explanation
8 that I just gave, if that, in fact, was your intent
9 and understanding of it, and if that also meant
10 that WorldCom was agreeable to disconnect trunks
11 for those that were operating under 60 percent, I
12 would say then we were in agreement with each
13 other. That sounds fine to us, what I just
14 described as the 15 percent overhead description
15 that you e-mailed back to us, and my understanding
16 of that.

17 MR. MONROE: Let me recap that to make
18 sure I understand what you are saying.

19 Verizon is agreeable to, in the scenario
20 where we've got a hundred trunks, if they're less
21 than 60 percent utilized, reducing the number down
22 to 75; is that what you just said?

1 MR. ALBERT: Yes. And make sure we're
2 both saying the same things, the example you all
3 e-mailed back, trunk group had a hundred trunks,
4 based on traffic volume, there was a need for 60,
5 the trunk group would be sized down to leave 75 in
6 service. To me, that was what you were describing
7 as your 15 percent overhead, and that's good with
8 us.

9 MR. MONROE: Okay.

10 MR. EDWARDS: Just for the record, we have
11 been talking about an example. The contract
12 language, I believe, is disconnection of
13 underutilized trunks at 60 percent with a
14 15 percent overhead, and that example illustrates
15 what the 15 percent overhead means. Am I right on
16 that?

17 MR. MONROE: That's correct.

18 MR. ALBERT: The hangup I had is I
19 couldn't quite figure out what you all meant by the
20 15 percent overhead, but with that explanation,
21 that works.

22 MR. MONROE: Okay. Also on page four of

1 your September 5th rebuttal, you say that it's not
2 necessary for Verizon to agree or disagree with
3 WorldCom's forecast; is that correct?

4 MR. ALBERT: That's correct.

5 MR. MONROE: But when you received
6 WorldCom's forecast, if you believe it's too high,
7 is it your testimony that you would nevertheless
8 install the number of trunks that WorldCom
9 forecasts?

10 MR. ALBERT: No, because the process
11 doesn't work that way.

12 MR. MONROE: Well, if WorldCom submits a
13 trunk forecast and it's not for to you agree or
14 disagree with it, yet you won't install the trunks
15 we forecast, what will you do?

16 MR. ALBERT: Let me describe for you how
17 the propose works, and I will describe really
18 what's come out of New York and again how we use it
19 everywhere else. But with the trunk forecasts we
20 get from the CLEC, they forecast the traffic in
21 both directions. We will take all those trunk
22 forecasts from all CLECs. We will also combine

1 that with the trunk forecasts that we get from some
2 interexchange carriers who do forecasts. We will
3 take that and also then combine that with our own
4 trunk forecasting information, and out of all of
5 those inputs we will then wind up creating an
6 overall trunk forecast that, in our best
7 estimation, reflects all of those inputs.

8 And then that one singular aggregate trunk
9 forecast that we have created from all those
10 inputs, we then use that singular forecast to do
11 our network planning and our network building and
12 our network expansion.

13 What that does is at the end of the
14 process, you cannot go back and say in this
15 forecast, here is X amount of it that uniquely
16 belongs to carrier A for this type of service and
17 this type of trunk, and here is Y amount belongs to
18 carrier C, and here is Z amount that belongs to
19 Verizon. All that stuff is included in the
20 spaghetti sauce, but still when we get the trunk
21 forecast you cannot then relate individual
22 deployment decisions back to those individual

1 inputs.

2 What it does is it helps us do a better
3 job planning the network, based on all those inputs
4 from all those different carriers.

5 But you can't say, as a result of those
6 individual inputs, then, here is the little chunk
7 that happened over in another central office as a
8 result of it.

9 MR. MONROE: Well, if we submit a forecast
10 to you for a certain number of trunks from a
11 WorldCom switch to a particular Verizon switch, how
12 is that related to any trunks you would install for
13 another CLEC?

14 MR. ALBERT: Because they are all going on
15 the same switches.

16 MR. MONROE: Is it your testimony that the
17 CLECs have common trunk groups from their switches
18 to your switch?

19 MR. ALBERT: No, no. Here, let me try to
20 explain it a little more for you.

21 The way it works is switches have got
22 trunk groups on them from all sorts of carriers.